

# CITY OF MILWAUKEE

Form CA-43

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April 2, 2002

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To the Honorable Common Council  
Of the City of Milwaukee  
Room 205 – City Hall

Re: Communication from Attorney Alan D. Eisenberg  
on behalf of Jessie R. Colbert  
C.I. File No. 01-L-148

Dear Council Members:

We return the enclosed document which has been filed with the City Clerk and ask that it be introduced and referred to the Committee on Judiciary & Legislation with the following recommendation.

Claimant, Jessie R. Colbert, 3803 North 4<sup>th</sup> Street, Milwaukee, WI 53212, alleges through her attorney, Law Offices of Alan D. Eisenberg, 3111 West Wisconsin Avenue, Milwaukee, WI 53208-3957, that on July 9, 2001 she sustained damages when she discovered that the property which she had purchased from the City allegedly had a dismantled and/or removed gas furnace and defective electrical service. They claim damages in the amount of \$17,300.00.

Our investigation reveals that the Department of City Development records indicate that the property was advertised and sold in an "as is" condition. The contract of sale states that the seller makes no representations or warranties concerning the property condition. The buyer also acknowledges that the disclosure requirement (Chapter 709) does not apply. The City acted properly in this matter and would not be liable. Accordingly, we recommend that this claim be denied.

Very truly yours,

**GRANT F. LANGLEY**  
City Attorney

**MICHAEL G. TOBIN**  
Assistant City Attorney

MGT:smc  
Enclosure